

SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: DEPARTMENT: PHONE NUMBER: REQUESTED BY:	TYPE OF AGENDA ITEM: <div style="display: flex; justify-content: space-around; margin-top: 5px;"> REGULAR CONSENT TIMED </div> <hr/> SUPPORTIVE DOCUMENT ATTACHED: <div style="display: flex; justify-content: space-around; margin-top: 5px;"> RESOLUTION MEMO </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> AGREEMENT OTHER _____ </div>
AGENDA ITEM:	
BACKGROUND INFORMATION:	
FUNDING SOURCE: GENERAL FUND IMPACT:	OTHER FUND: AMOUNT: \$
ARE ADDITIONAL PERSONNEL REQUIRED? <div style="display: flex; justify-content: space-around; margin-top: 5px;"> YES NO </div> TYPE OF EMPLOYEE	IS THIS ITEM ALLOCATED IN THE BUDGET? <div style="display: flex; justify-content: space-around; margin-top: 5px;"> YES NO </div> IS A BUDGET TRANSFER REQUIRED? <div style="display: flex; justify-content: space-around; margin-top: 5px;"> YES NO </div>
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> APPROVED APPROVED AS AMENDED </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> ADOPTED ADOPTED AS AMENDED </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> DENIED OTHER </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> NO ACTION TAKEN </div>	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: _____ BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2023- _____ AGREEMENT 2023- _____ ORDINANCE _____
COMMENTS:	

CLERK OF THE BOARD

DATE

Memorandum

To: Sierra County Board of Supervisors

From: Kathryn Hill, Clinical Director

Reference: Agenda Item

Date of memo: June 27, 2023

Date of Board Meeting: July 18, 2023

Requested Action: Resolution approving the Amendment to Tulare County Agreement No. 2022-113 and authorizing the Behavioral Health Director to sign the Amendment and all invoices to secure funds.

Mandated by: N/A

Funding

Budgeted? Yes **XX** No

Revenue	\$38,000	FNL, Club Live, FNL Kids
Expenses	\$38,000	FNL, Club Live, FNL Kids
Difference	0	

Background Information: This amendment extends the agreement for one year, increases the amount of the agreement which includes the standard \$9,000 per fiscal year, plus an option for an additional \$10,000 per year based on the expanded inclusion of special populations in FNL chapters. It replaces Exhibit A, Scope of services and fee schedule, and adds Exhibit B, Friday Night Live/Club Live Youth Development Standards of Practice.

Potential Issues to consider: N/A

Alternatives or Impacts of disapproval : Sierra County would not receive the funding to support these programs.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION NO. _____

**IN THE MATTER OF APPROVING AN AMENDMENT TO TULARE COUNTY AGREEMENT
NO. 2022-113 AND AUTHORIZING THE BEHAVIORAL HEALTH DIRECTOR TO SIGN THE
AMENDMENT AND ALL INVOICES TO SECURE FUNDS**

WHEREAS, the Sierra County Board of Supervisors wishes to continue partner with Tulare County Superintendent of Schools to provide funding to implement Friday Night Live (FNL) programs in Sierra County.

WHEREAS, this amendment extends the agreement for one year, increases the amount of the agreement, replaces Exhibit A, Scope of Work, and adds Exhibit B.

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors hereby approves the Tulare County Amendment to Agreement No. 2022-113 and authorizes the Administrative Director of Behavioral Health, to sign the amendment and all invoices to secure funds.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 18th day of July, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

SHARON DRYDEN
Chair, Board of Supervisors

Date

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel

Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire
*County
Superintendent
of Schools*

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

**Administration
Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

June 23, 2023

Sierra County Behavioral Health
704 Mill St.
Loyalton, CA 96118

To Lea Salas,

Attached is your Agency Agreement Amendment for 23-24 from California Friday Night Live Partnership.

Please sign and return either by e-mail or by mail to:

E-mail: karla.doyer@tcoe.org

OR

Mail: Tulare County Office of Education
Attn: Karla Doyer, Purchasing & Agreements Manager
P.O. Box 5091
Visalia, Ca 93278-5091

Please feel free to contact me if you have any questions. Thank you.

Sincerely,



Karla Doyer

Purchasing & Agreements Manager | 559-302-3729 | karla.doyer@tcoe.org

**TULARE COUNTY SUPERINTENDENT OF SCHOOLS
AND
SIERRA COUNTY BEHAVIORAL HEALTH**

THIS AMENDMENT TO AGREEMENT is entered into as of July 1, 2023, between the TULARE COUNTY SUPERINTENDENT OF SCHOOLS, referred to as **SUPERINTENDENT**, and **SIERRA COUNTY BEHAVIORAL HEALTH**, referred to as **AGENCY** with reference to the following:

- A. The parties entered into an Agreement on September 7, 2022, to implement Friday Night Live (FNL) programming in Sierra County as described therein, herein referred to as "Agreement;"
- B. The parties now desire to:
 - a. Extend the Agreement by one year;
 - b. Increase the amount of the Agreement;
 - c. Replace Exhibit A with amended Exhibit A, Scope of Work 2022-2024; and
 - d. Add Exhibit B.

ACCORDINGLY, IT IS AGREED:

- 1. Paragraph 1 of the Agreement is hereby amended to read as follows:

1. **TERM:** This Agreement shall become effective July 1, 2022 and shall expire on June 30, 2024.

- 2. Paragraph 3 of the Agreement is hereby amended to read as follows:


3. **COST OF SERVICES:** SUPERINTENDENT shall pay AGENCY the actual costs of such services to the extent they are allowable not to exceed the sum of \$38,000.00.

- 3. Exhibit A shall be replaced with amended Exhibit A, Scope of Work 2022-2024.
- 4. Exhibit B is now included in the Agreement.
- 5. Except for the amended paragraphs and exhibits of said Agreement, all other terms and conditions of said Agreement shall remain in full force and effect.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

TULARE COUNTY SUPERINTENDENT
OF SCHOOLS

Date: 5/30/23

By 
Tim A. Hire, Superintendent of Schools
Tulare County Office of Education
P.O. Box 5091, Visalia Ca 93278

SIERRA COUNTY BEHAVIORAL
HEALTH

Date:

By _____
Lea Salas
Administrative Director, Behavioral Health
704 Mill St., Loyalton, CA 96118

EXHIBIT A

SCOPE OF SERVICES, 2022 - 2024

Amended July 1, 2023

1. RESPONSIBILITIES OF CONTRACTOR:

- Implement Friday Night Live (FNL) program(s) (Friday Night Live [FNL], Club Live [CL], Friday Night Live Kids [FNLK], and/or Friday Night Live Mentoring [FNLMT]) by supporting existing chapters and developing new chapters, utilizing FNL Standards of Practice (*Exhibit B*).
- Demonstrate efforts to become a Member in Good Standing (MIGS). MIGS is a peer-driven process led by the California Friday Night Live Partnership (CFNLP) and the California Friday Night Live Collaborative Leadership Team (CFNLC LT). MIGS areas include:
 - o A foundation of youth development, as realized through the implementation of the FNL Standards of Practice, in each program;
 - o Implementation of an alcohol, tobacco, or other drug (ATOD) prevention-related project;
 - o Program branding; and
 - o Administrative requirements as communicated by the CFNLP and CFNLC LT.
- Report chapter activities through an online portal on a quarterly basis.
- Utilizing up to \$10,000.00 of additional funds per year, increase the inclusion and participation of special populations in FNL chapter(s).

2. RESPONSIBILITIES OF SUPERINTENDENT:

- The California Friday Night Live Partnership (CFNLP)/Superintendent will provide technical assistance (TA) to support the successful implementation of all contractor responsibilities.
- The CFNLP/Superintendent will give the contractor the sole right to use FNL branding and materials in their respective county.

EXHIBIT A

FEE SCHEDULE

The contract total for services to be provided is estimated to be \$38,000.00. This total reflects a base amount of \$9,000.00 per year, plus up to an additional \$10,000.00 per year based on the expanded inclusion of special populations in FNL chapter(s).

Reporting: CONTRACTOR will record FNL activities on a quarterly basis through an online portal.

CONTRACTOR shall submit one invoice and report narrative per project year. The invoice and report narrative will be submitted in accordance with the dates below by one of the two following methods:

MAIL: Tulare County Office of Education
California Friday Night Live Partnership
Attn: Katelyn Williford
PO Box 5091
Visalia, CA 93278-5091

EMAIL: katelyn.williford@tcoe.org

<u>Project Year</u>	<u>Invoice & Report Narrative Due Date</u>	<u>Contract Amount</u>
July 1, 2022 – June 30, 2023	July 15, 2023	\$ 19,000.00
July 1, 2023 – June 30, 2024	July 15, 2024	\$ 19,000.00
		Total \$ 38,000.00

Payment will be made at the conclusion of each project year.

Invoice and report narrative templates will be made available by August 30, 2023.



Friday Night Live/Club Live Youth Development Standards of Practice

Youth in FNL/Club Live programs will experience the following:

○ **A Safe Environment**

- Physical safety – to feel safe physically, free from the risk of harm.
- Emotional Safety – to feel safe emotionally, to feel like they can be who they are.

○ **Opportunities for Community Engagement**

- Knowledge of Community – to learn about their community and its resources.
- Interaction/Interface with the Community – to interact and work with community members.
- Communication with the Community – to communicate about the program or youth issues.
- Contribution to the Community – to give back and serve the community.

○ **Opportunities for Leadership and Advocacy**

- Decision-Making and Governance – to participate in decision-making and occupy leadership roles, such as staff or board roles.
- Youth Voice – to learn to express their opinions constructively and to hear those of others.
- Action – to take action on issues or projects they care about outside of the program – in the community, at school.

○ **Opportunities to Build Caring and Meaningful Relationships with Peers and Adults**

- Peer Knowledge – to learn about their peers and build relationships with them.
- Adult Knowledge/Guidance – to learn about the adult staff and build relationships with them.
- Emotional Support – to feel supported emotionally by others in the program.
- Practical Support – to feel like their practical needs are met by adult staff.
- Sense of Belonging – to feel like they belong, like they matter to the group and its success.

○ **Opportunities to Engage in Interesting and Relevant Skill Building Activities**

- Specific Skills – to develop and build specific skills through program activities.
- Challenging and Interesting Activities – to engage in interesting and challenging activities.



For TCOE Office Use

Vendor #	_____
Req. #	_____
PO #	_____
Contract #	<u>230324</u>

AGENCY AGREEMENT

THIS AGREEMENT, is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT** and **Sierra County Behavioral Health**, referred to as **CONTRACTOR**.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as July 1, of 2022 and shall expire on June 30, 2023
2. **SERVICES:** CONTRACTOR shall provide services as set forth: (See attach Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)
3. **COST OF SERVICES:** SUPERINTENDENT shall pay CONTRACTOR the sum of \$9,000. Payments will be made when evidence is provided that all deliverables have been complete.
4. **METHOD OF PAYMENT:**

A CONTRACTOR shall submit an invoice upon the completion of deliverables. CONTRACTOR shall send the invoice no later than July 15, 2023 by one of the three following methods:

MAIL: Tulare County Office of Education
California Friday Night Live Partnership
Attn: Azulie Wilson
6200 South Mooney Blvd., PO Box 5091
Visalia, California 93278-5091

EMAIL: azulie.wilson@tcoe.org

FAX: 559-737-4231

5. **INDEMNIFICATION:** SUPERINTENDENT and Contractor shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or Contractor or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

- Implement Friday Night Live (FNL) program(s): Friday Night Live (FNL) , Club Live (CL), Friday Night Live Kids (FNLK), and/or Friday Night Live Mentoring (FNLN) by supporting existing chapters and developing new chapters.
- Demonstrate efforts to become a Member in Good Standing (MIGS).
- Utilize the Primary Prevention SUD Data System (PPSDS), to report all FNL, CL, FNLK, FNLN.

2. RESPONSIBILITIES OF SUPERINTENDENT:

EXHIBIT A

FEE SCHEDULE

The contract total for services to be provided are estimated to be \$9,000, including travel or other expenses.

Payment will be made at the conclusion of the project year.

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CONTRACTOR

Lea Salas
Director Behavioral Health
Sierra County Behavioral Health
704 Mill St.
Loyalton, CA 96118

By: 

Date: 9/1/2020

SUPERINTENDENT

Tim A. Hire, Superintendent
Tulare County Superintendent of Schools
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

By: 

Date: 8/1/22

TCOE Program Information

Contact Person and Phone No.: Lynne Goodwin

Division: CFNLP

Program Title:

Budget Number: 010-58103-3-490000-400000-58000-00-9620

Please return two original copies to:

Tulare County Office of Education
ATTN: Internal Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091